

ATTORNEY FEE AGREEMENT

<CLIENT> wishes to retain Attorney Peter J. Pearson, ("Attorney" or "the Firm") to represent Client in connection with any and all claims that may exist against any and all persons arising out of an injury that occurred on or about <DATE OF INJURY>. This agreement does not apply to claims not based on fault, such as "med-pay" ("medical payments") claims, first-party health insurance claims, Workers Compensation claims, etc. . . This agreement does not apply to car damage claims.

Client agrees to pay the Firm a fee of **Thirty Percent (30%)** of the gross amount of any settlement amount agreed to while represented by the Firm prior to the filing of a lawsuit. After the filing of a Complaint (necessary on less than 10% of claims), the Firm shall receive a fee equal to **Thirty-Five Percent (35%)** of the amount of the verdict or settlement agreed to while the Client is represented by the Firm.

Client agrees to pay the Firm for costs/expenses incurred in the prosecution of the Client's claims. Examples of costs would be the cost of obtaining medical bills/records and police reports. The Firm often advances these costs/expenses rather than asking the Client to pay them up front. The Firm is entitled to reimbursement of all costs/expenses out of the settlement/verdict and reimbursement will come out of the Client's portion of the recovery and is in addition to the attorney fee. The Firm will make every reasonable effort to keep Client informed about all expenses incurred on Client's behalf, including consulting with Client prior to incurring substantial expenses (which are defined as individual costs that exceed \$100.00.) On most pre-suit matters the total costs do not exceed a few hundred dollars.

In the event of no recovery, Client shall owe the Firm nothing for services rendered.

Client authorizes Attorney to negotiate and deposit to his trust account, on Client's behalf, any check or draft received in payment or settlement of any claim. By executing this document below, Client and Client's Spouse (if applicable) grants Attorney a limited power of attorney to effectuate the deposit of such checks or drafts. It is further understood and agreed by both Client and the Firm that neither will settle any claim arising out of this accident without first having obtained the express consent of the other. It is understood and agreed that if either party receives a settlement offer it will be immediately forwarded to the other.

Client understands that Client has the right to dismiss Firm at any time and agrees that in the event Client does so Client will provide written notice to Firm and comply with all the requirements of this agreement at that time. In the event that the Client fails to cooperate, interferes with the Firm's ability to investigate the claim, or terminates the Firm's representation of Client, the Client shall be responsible for compensating the Firm at the greater amount produced by either of the following methods: a) the value of its time spent at its hourly rate of \$225.00, or b) the *quantum meruit* value of its services, or c) the applicable percentage of fee due Firm under this agreement of the highest offer of settlement that was made by any adverse party or collateral party. In the event of discharge after verdict or judgment, the Firm's fee will be the agreed upon contingency percentage of the verdict or judgment. Any unpaid fees shall accrue

interest in the amount of 1.5% per month. In the event Client refuses to pay, Client agrees that any suit brought against Client may be brought in any County in the State of Georgia and agrees to waive any defenses based on venue or lack of jurisdiction.

This agreement is being entered into on <month><day><year>.

X _____
CLIENT SIGNATURE

PEARSON LAW FIRM

By: _____
Peter J. Pearson